



# REQUEST FOR QUOTATION

## RFQ# HQ941250

Quotations are due by 3:00 P.M., Local Time  
Tuesday, February 3, 2009

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams  
Phoenix, AZ 85007  
Phone: (602) 542-1040  
Fax: (602) 542-1741

Date: January 27, 2009

#### VENDOR NOTICE

#### THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting <http://www.azeps.az.gov/PoliciesDocuments/terms/UIOv7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

\_\_\_\_ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

**Submit (via Fax) to Location:**  
1740 West Adams, Room 303  
Phoenix, AZ 85007

**Delivery / Pick Up Location:**  
Arizona Department of Health Services  
Warehouse Receiving  
2500 E. Van Buren St.  
Phoenix, AZ 85008

**Contracts Officer/Buyer:** Jamie M. Alton,  
Phone: (602) 542-1043 Fax: (602) 542-1741  
Email: [ALTONJ@azdhs.gov](mailto:ALTONJ@azdhs.gov)

Item	Description of Material or Service	Unit	Unit Rate	Total
1	Mattress – 36 inches wide by 70 inches long, 6 inches thick	EACH	\$ _____	\$ _____
2	Mattress – 36 inches wide by 75 inches long, 6 inches thick	EACH	\$ _____	\$ _____
3	Innerspring Mattress (312 or higher coil), 36 inches by 80 inches long, 6 inches thick	EACH	\$ _____	\$ _____
**Vendor able to meet delivery as indicated in the Special Terms and Conditions, Paragraph Six (6)? Yes _____ NO _____ If no please state delivery date in calendar days. _____ ARO			<b>Sub-Total</b>	\$ _____
			<b>Total</b>	\$ _____

**Pricing shall be FOB Destination including but not limited to, all freight and/or fuel surcharges.**

#### THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order.

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
<hr/>						
Signature		Date		Typed Name and Title		

Chief Procurement Officer: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIAL INSTRUCTIONS TO OFFERORS

### REQUEST FOR QUOTATION # HQ941250

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **SAMPLES:** Samples of items, when requested, must be entire mattress, not cover samples and submitted within seven (7) to ten (10) days unless otherwise specified by ADHS. Samples shall be furnished at no expense to the state and shall be identified as to the supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at the suppliers request and expense. If not instructions are received for their return, samples will be discarded thirty (30) days after award date.
3. **DOCUMENTATION:** Quotations shall include all test results for smoke density ASTM 3-662-83; radiant panel ASTM E-162-87; and all fire, smoke, toxicity, and industry standards such as ASTM D 3675 Surface Flammability, Dept. of Navy MIL-R-20092L, California Bulletin TB 121 and TB 129 and/or others.
4. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within Five (5) days before the Offer due date and time to allow sufficient time for question review and response.
5. **IDENTIFICATION:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this Contract.
6. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
7. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>.
8. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is exempt from State Sales Tax.
9. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
10. **ERASURE;** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
11. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after is has been opened.
12. **EVALUATION:** Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.
13. **NEGOTIATIONS:** Negotiations may be held.
14. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar day's after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a potion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
15. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>
16. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the Contract.
17. **ADDITIONAL TERMS AND CONDITIONS:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
18. **NON EXCLUSIVE CONTRACT:** Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the state of Arizona. The Sate reserves the rights to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

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- 19. MULTIPLE AWARDS:** In order to assure that any ensuing Contracts will allow the State to fulfill current and future requirements, the State reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the State. The fact that the State may make multiple awards should be taken into consideration by each potential Contractor.
- 20. SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the offer section of the offer and acceptance Page 1 of 10, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a Contract. The state also may exercise any other remedy available by law.

# SPECIAL TERMS AND CONDITIONS

## REQUEST FOR QUOTATION # HQ941250

### 1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Arizona Department of Health Services ("ADHS") intends to establish a Contract for the purchase of mattresses in accordance with the requirements outlined herein.

### 2. CONTRACT TYPE:

☒ Fixed Price

### 3. TERM OF CONTRACT (3 YEARS):

The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein.

### 4. CONTRACT EXTENSION, 48 MONTHS:

ADHS may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

### 5. INFORMATION DISCLOSURE:

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the state.

### 6. DELIVERY (DAYS):

Delivery shall be made within seven (7) business days of receipt of a Contract release order/purchase order.

### 7. SHIPPING-FOB DESTINATION:

Prices shall be F.O.B. destination, including but not limited to, all freight and/or fuel surcharges to the Arizona Department of Health Services Warehouse, 2500 E. Van Buren St., Phoenix, AZ 85008. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The ADHS will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Non-compliance could result in the cancellation of the Request for Quotation.

### 8. PACKING SLIP:

Each shipment shall include a packing slip showing the Contract number and the quantity being shipped. All invoices and shipments issued under this Contract will identify and reference the Purchase Order number. Any shipments received without a Purchase Order Reference number on all shipping cartons will not be accepted.

### 9. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES:

Authorization for purchase of goods and services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this Contract.

# **SPECIAL TERMS AND CONDITIONS**

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### **10. PAYMENT:**

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, Contract number, line item number, and serial number if applicable. Any Contract release order issued by the requesting agency shall refer to the Contract number and line item number(s).

### **11. INVENTORY:**

ADHS has an ongoing requirement for the material indicated in this Contract. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the location herein. Failure to maintain such a stock may result in Contract cancellation.

### **12. DEFECTIVE PRODUCTS:**

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by ADHS within seven (7) business days of initial notification.

### **13. PRICE ADJUSTMENT**

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

### **14. OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

### **15. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

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### 16. ESTIMATED QUANTITIES:

The State anticipates activity under this Contract; however, no commitment of any kind is made concerning volume of service requested. The amount reflected on the price sheet areas is an annual estimate only.

### 17. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or Subcontractor is complying with the warranty under paragraph 1.

### 18. INSURANCE REQUIREMENTS:

Contractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

#### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Each Occurrence	\$ 500,000

#### 2. **Worker's Compensation and Employers' Liability**

• Workers' Compensation Statutory	
• Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S.

## SPECIAL TERMS AND CONDITIONS

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23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. The Arizona Department of Health Services (AZDHS) and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **the Arizona Department of Health Services, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.
- All certificates required by this Contract shall be sent directly to **the Arizona Department of Health Services, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007**. The State of Arizona project/Contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

<div style="text-align: center;"><b>SPECIFICATIONS</b> <b>REQUEST FOR QUOTATION # HQ941250</b></div>
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**1. OBJECTIVE**

The Arizona Department of Health Services (ADHS) would like to establish a contract for mattresses for the patients of the Arizona State Hospital to be stored and maintained in the ADHS warehouse.

**2. SPECIFICATIONS**

**a. Mattresses shall:**

1. Have taut cover materials so as to avoid suffocation hazards;
2. Be Fire Seal foam type core material or layered materials of similar quality;
3. Be fluid resistant, odor resistant, hypo allergenic, stain resistant, anti-static, antimicrobial, mildew and moisture resistant;
4. Be flame resistant to institutional standards;
5. Have core materials that are low melt for better fire protection;
6. Be constructed with double stitched inward seams (3 sides) and a tamper proof fourth seam or similar;
7. Be in excess of 15 mil thick and have exceptional tear strength;
8. Have non-cracking properties;
9. Not have vents, handles or attachments such as pillows or cover/blankets;
10. Pass cigarette ignition standard testing; and
11. Be 312 or higher coil on all innerspring mattresses.

**3. REQUIREMENTS**

**a. Complete Price Sheet**

**b. Submit test results for the following:**

1. Smoke Density ASTM 3-662-83;
2. Radiant Panel ASTM E-162-87; and
3. Test results for fire, smoke, toxicity, and industry standards such as ASTM D 3675 Surface Flammability, Department of Navy MIL-R-20092L, California Bulletin TB 121 and TB 129 or others.

**c. All invoices and shipments issued in reference to this Contract will identify and reference a Purchase Order number on all shipping cartons and paperwork that accompany the shipment. All shipments shall be delivered to the Arizona Department of Health Services, Warehouse Receiving, 2500 E. Van Buren, Phoenix, AZ 85008.**

**d. Certificate of Insurance, as specified within the Special Terms and Conditions within five (5) days of Contract Award.**



<p style="text-align: center;"><b>SPECIFICATIONS</b> <b>REQUEST FOR QUOTATION # HQ941250</b></p>
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**4. APPROVALS:**

Department of Health Services, Warehouse will designate an individual to approve work.

**5. NOTICES, CORRESPONDENCE AND INVOICES:**

Invoices shall be submitted to:

Department of Health Services  
Accounting Office  
1740 W. Adams, Room 302  
Phoenix, AZ 85007